

Exhibit H

Criteria for Affordable Workforce Dwelling Units, Tenants, Rents and Eligible Household Income

The Project shall be used as a mixed-income rental residential development having one hundred percent (100%) of the dwelling units in the development operated as affordable workforce housing (such dwelling units may be referred to as “Affordable Workforce Dwelling Units” or as “AWD Unit(s)”). At all times during the term of the Lease Tenant shall maintain, as applicable, all AWD Units in compliance with: (a) the federal Low-Income Housing Tax Credit Program (“LIHTC Program”) laws, and rules, and regulations promulgated by the U. S. Department of Housing and Urban Development and/or the Virginia Housing Development Authority, (b) the Fairfax County Affordable Dwelling Unit Program as set forth in the Fairfax County Zoning Ordinance (“ADU Program”), and (c) the Fairfax County Workforce Dwelling Unit policy as adopted October 15, 2007 (“WDU Program”) and with the terms and conditions of the Lease and this Exhibit H thereto. Notwithstanding anything herein to the contrary, so long as an AWD Unit is part of the LIHTC Program, then Tenant need only comply with the requirements of (a) and (b) above with respect to such AWD Unit; at such time as an AWD Unit is not a part of the LIHTC Program, then Tenant shall comply with requirements of (b) and (c) above with respect to such AWD Unit.

1. Affordable Workforce Dwelling Unit Floor Area

A. The average net rentable square footage for all AWD Units in the Project shall be approximately as follows:

Studio Unit:	575 square feet
1-Bedroom Unit:	725 square feet
2-Bedroom Unit:	933 square feet
3-Bedroom Unit:	1277 square feet

The floor area for such AWD Units shall be determined in accordance with the net rentable square footage definition of the Zoning Ordinance, except the following features will not represent any part of the net rentable square footage: balconies, porches, decks, breezeways, stoops and stairs which may be roofed but which have at least one open side; or breezeways which may be roofed but which have two (2) open ends. An open side or open end shall have no more than fifty (50) percent of the total area between the side(s), roof and floor enclosed with railings, walls, or architectural features.

B. Nothing included herein precludes the developer from providing larger sized units, in terms of the square footage and/or number of bedrooms.

C. The minimum size of any bedroom in any unit approved on the site, exclusive of all closet area, shall not be less than 100 square feet. All two and three bedroom units shall contain a minimum of two full baths.

2. Designation on Approved Plans

Approved site plans and building plans shall include a table setting forth the number of units in each of the bedroom count categories and shall demonstrate that such units meet the minimum floor area limitations. The AWD Units accepted as part of proffered conditions associated with a rezoning application for the Project and included on approved site plans shall be deemed features shown for purposes of Va. Code Ann. §15.2-2232 and, as such, shall not require further approvals pursuant thereto in the event the Board of Supervisors shall acquire or lease such units.

3. Administration of Rental Affordable Workforce Dwelling Units

A. All AWD Units are to be initially leased for a minimum six (6) -month term with a maximum term of one (1) year and maximum renewal term(s) of one (1) year to tenants who meet the eligibility criteria established in accordance with the Lease, including, but not limited to, the terms of this Exhibit H and/or all applicable LIHTC Program requirements. Such leases are referred to as “Workforce Housing Leases” and qualified tenant occupants of such AWD Units are referred to herein as “Workforce Housing Tenants.” The Workforce Housing Leases for AWD Units shall include conditions that require the Workforce Housing Tenant to occupy the AWD Unit as his or her domicile, that prohibit the subleasing of the unit, that require continued compliance with the applicable eligibility criteria, and that require the Workforce Housing Tenant to annually verify under oath, on a form approved by the Fairfax County Department of Housing and Community Development (“DHCD”), the total household annual income and such other facts that the Tenant may require in order to ensure that the Workforce Housing Tenant household continues to meet the applicable eligibility criteria. A preference shall be given to applicants for Workforce Housing Leases who either live or work in Fairfax County, Virginia.

B. Workforce Housing Tenant households must continue to meet such eligibility and income criteria (taking into account the terms of the LIHTC Program if applicable to such household) in order to continue occupancy of the AWD Unit. However, a Workforce Housing Tenant household that no longer meets such criteria may continue to occupy an AWD Unit until the end of the applicable lease term. AWD Units may not be subleased.

C. By the end of each month, the Tenant shall provide the DHCD with a statement verified under oath that certifies the following as of the first of such month:

- (1) The address and name of the Project and the name of the Tenant.
- (2) The number of AWD Units by bedroom count and floor area, which are vacant.
- (3) The number of AWD Units by bedroom count and floor area that are leased. For each such unit, the statement shall contain the following information:
 - (i) The unit number, address, bedroom count and floor area.
 - (ii) The Workforce Housing Tenant's name and household size.
 - (iii) The effective date of the Workforce Housing Lease.

(iv) The Workforce Housing Tenant's household income as of the date of the lease as certified by such Workforce Housing Tenant and confirmed by acceptable third party verification.

(v) The current monthly rent.

(vi) The Area Median Income ("AMI") level.

(4) That to the best of the Tenant's information and belief, the tenant households who lease AWD Units meet the eligibility criteria established in accordance with the Lease, including, but not limited to, the terms of this Exhibit H and, to the extent applicable, the LIHTC Program requirements.

(5) The Tenant will provide the DHCD with a copy of each new or revised annual tenant verification obtained from the renters of AWD Units pursuant to Paragraph B above.

D. Distribution of Affordable Workforce Dwelling Units by AMI Level and Unit Type. The table below sets forth the number of AWD Units of each unit type that shall have rents that will be affordable to households having incomes in the fifty percent (50%), seventy percent (70%), eighty percent (80%), ninety percent (90%), and one hundred percent (100%) of AMI. AMI to be used is the annual estimate of area median income for the Washington Metropolitan Statistical Area ("WMSA") published by the United States Department of Housing and Urban Development ("HUD"). The 2008 WMSA AMI established by HUD for a household of four was approximately \$99,000.

Area Median Income (AMI)	Studio	One-Bedroom	Two-Bedroom	Three-Bedroom	Total	Percent of Units
50% AMI	9	23	19	3	54	20.00%
70% AMI	5	17	12	2	36	13.33%
80% AMI	5	17	12	2	36	13.33%
90% AMI	10	33	25	4	72	26.67%
100% AMI	10	33	25	4	72	26.67%
Total	39	123	93	15	270	100.00%

E. Affordable Workforce Dwelling Unit Rental Pricing. The maximum rent for each AWD Units at each AMI level, with the exception of the approximately five of those units subject to the ADU Program required to be at the 50% AMI level (unless otherwise provided for by the ADU Program), shall be calculated and reset each year throughout the term of the Lease pursuant to the formula established under the federal LIHTC Program sponsored by the U. S. Treasury and administered by the Virginia Development Housing Authority under Section 42 of the Internal Revenue Code of 1986, as amended from time to time, provided however, that in the event such LIHTC Program should be terminated or discontinued at any time during the term of

the Lease, all units, with the exception of the approximately five of those units subject to the ADU Program required to be at the 50% AMI level (unless otherwise provided for by the ADU Program), shall be deemed to be affordable to a tenant household if the monthly rent for that unit, together with reasonable utility costs, does not exceed thirty percent (30%) of the monthly gross income of households whose incomes do not exceed, as applicable, fifty percent (50%), seventy percent (70%), eighty percent (80%), ninety percent (90%), and one hundred percent (100%) of the annual AMI as established above. This method of establishing annual rent will continue to apply to all AWD Units both during and after the period of time that the LIHTC Program is in effect for any of the AWD Units (other than the units subject to the ADU Program) and shall continue through the end of the lease term.

The rent for the units subject to the ADU Program required to be at the 50% AMI level (approximately five) shall be based upon the calculation of rent set forth under the Fairfax County ADU Zoning Ordinance (unless otherwise provided for by the ADU Program).

F. Eligible Workforce Housing Tenant Household Incomes. The maximum eligible household gross income for Workforce Housing Tenant households for each AWD Unit at each AMI level shall be calculated and reset each year using HUD's annual estimate of AMI for the WMSA as referenced above, adjusted for household size, and applied in accordance with LIHTC Program, the ADU Program and the WDU Program.

G. Household Size. The minimum household size for any unit shall be one person per bedroom. The maximum household size for any unit shall not exceed the applicable limits of state and local laws and regulations and any limits of federal programs applicable to the Project.

H. Vacancy of Affordable Workhouse Dwelling Units. Tenant shall lease available AWD Units in such a manner as to maintain the distribution of AMI levels as set forth in subsection 3(D) above. In the event that Tenant is unable to rent an AWD Unit (other than a 50% AMI unit) for more than sixty (60) days as a result of the lack of applications by prospective Workforce Housing Tenants that meet the required criteria and meet the AMI level of such vacant AWD Unit (such instance hereafter referred to as an "AMI Band-Related Vacancy"), Tenant shall send written notice to Landlord of such AMI Band-Related Vacancy and thereafter Tenant may offer such AWD Unit to a prospective Workforce Housing Tenant that would qualify at another, higher level of AMI (such AWD Unit is referred to herein as the "Substitute AMI Band Unit"). For example, if an AWD Unit previously rented to a Workforce Housing Tenant at the 70% AMI level remains vacant for more than sixty (60) days, Tenant shall send notice to Landlord of the AMI Band-Related Vacancy and thereafter may rent such AWD Unit to a prospective Workforce Housing Tenant that qualifies at the 80% AMI level.

With respect to any AWD Unit that is leased to a higher AMI level as a result of an AMI Band-Related Vacancy, Tenant shall (a) to the extent a vacancy then exists, use its best efforts to rent the next available AWD Unit of similar size to the Substitute AMI Band Unit to a Workforce Housing Tenant at the AMI level (other than the 50% AMI level) of the related AMI Band-Related Vacancy, and (b) make commercially reasonable efforts to maintain the mixture of AMI level for Workforce Housing Tenants as is set forth in subsection 3(D) above.

Provided Tenant has sent the notice required by this Section 3(H) with respect to AMI Band-Related Vacancies and otherwise follows the procedures set forth in this Section 3(H), any

AWD Unit that is not rented within an available AMI level will not be considered a Workforce Criteria Default under the terms of the Lease.

4. Covenants

Prior to the issuance of the first Residential Use Permit for the Project and the offering for rent of any AWD Units, the Tenant shall record covenants running with the land in favor of the Board of Supervisors of Fairfax County in the specific form prescribed by the DHCD that provides that the AWD Units are subject to proffered conditions setting forth specific terms and conditions, including, but not limited to, that no such unit may be rented for an amount that exceeds the limits set in accordance with this Lease and the proffered conditions, that the covenants shall be senior to all instruments securing permanent financing, and that the covenants shall be binding upon all assignees, mortgagees, purchasers and other successors in interest.

5. Occupancy of Affordable Workforce Dwelling Units

A. Before a prospective Workforce Housing Tenant may rent an AWD Unit, he or she must meet the eligibility criteria established in the Lease and this Exhibit H, including, but not limited to the household income limitations for eligible households. The Tenant is responsible for determining that the proposed Workforce Housing Tenant household meets the eligibility criteria applicable to a Workforce Housing Tenant household for the applicable AWD Unit at a particular AMI level.

B. Workforce Housing Tenants must occupy the AWD Units as their domicile and shall provide an executed affidavit on an annual basis certifying their continuing occupancy of the units. Workforce Housing Tenants shall provide such affidavit to the Tenant by the date that may be specified in their Workforce Housing Lease or that may otherwise be specified by the Tenant.

C. In the event a Workforce Housing Tenant fails to provide Tenant with an executed affidavit as provided for in the preceding paragraph within thirty (30) days after a written request for such affidavit, then the Workforce Housing Lease shall automatically terminate, become null and void, and shall require the occupant to vacate the unit within thirty (30) days after written notice from the Tenant and Tenant shall take appropriate enforcement action when necessary if such Workforce Housing Tenant fails to vacate the applicable unit. Provided Tenant has acted in accordance with the foregoing, a failure by a Workforce Housing Tenant to vacate a unit will not be considered a Workforce Housing Criteria Default under the terms of the Lease.

D. Except as specifically provided for in the Lease, this Exhibit H, and pursuant to the LIHTC Program, for those AWD Units to which the LIHTC Program is applicable, if a renter of an AWD Unit no longer meets the Workforce Housing Tenant criteria, as a result of increased income or other factors, then at the end of the applicable Workforce Housing Lease term, Tenant shall require the occupant to vacate that AWD Unit and Tenant shall take appropriate enforcement action when necessary if such Workforce Housing Tenant fails to vacate the applicable unit. Provided Tenant has acted in accordance with the foregoing, a failure by a Workforce Housing Tenant to vacate a unit will not be considered a Workforce Housing Criteria Default under the terms of the Lease. Notwithstanding the foregoing, that with respect to any AWD Unit not subject to LIHTC requirements, in the event the renter for the AMI level of the

unit occupied no longer meets the income requirement, then Tenant may redesignate the AMI level for that AWD Unit to allow such renter to remain (applicable for AMI levels up to the 100% level), if and only if, Tenant also redesignates the AMI level of another AWD Unit to restore the required AMI level allocation of all units in the Project, as provided in subsection 3(D) above.

E. In the event a Workforce Housing Tenant fails to occupy the applicable AWD Unit for a period in excess of sixty (60) days, unless such failure is approved in writing by Tenant, a default under the applicable Workforce Housing Lease shall occur. The Workforce Housing Lease shall automatically terminate, become null and void and Tenant shall require occupants to vacate the AWD Unit within thirty (30) days of written notice from the Tenant and Tenant shall take appropriate enforcement action when necessary if such Workforce Housing Tenant fails to vacate the applicable unit. Provided Tenant has acted in accordance with the foregoing, a failure by a Workforce Housing Tenant to vacate a unit will not be considered a Workforce Housing Criteria Default under the terms of the Lease.

6. Additional Criteria

A. Utility Charges. The rental charges actually collected by Tenant from Workforce Housing Tenants may include or exclude utility charges, at the option of Tenant, and such utility charges may be billed directly from the provider of such utility to the individual Workforce Housing Tenants and/or billed separately by Tenant to the individual Workforce Housing Tenants.

B. Certification of Income. Tenant shall obtain from each prospective Workforce Housing Tenant of an AWD Unit a certification of income in the form attached hereto as Attachment 1 to Exhibit H and made a part hereof. Annually thereafter, Tenant shall make a determination on the basis of current income of whether the income of any Workforce Housing Tenant exceeds the applicable income limit and shall obtain a recertification of income from all tenants of AWD Units on forms approved by Landlord. Upon request of Landlord, copies of all certifications and recertifications shall be furnished to Landlord. Tenant shall maintain in its records the certifications and recertifications for five (5) years or for such longer periods as may be required by the LIHTC Program, the ADU Program or the WDU Program.

C. Evidence of Income. In a manner and form agreed to by Landlord and Tenant, Tenant shall obtain written evidence substantiating the information given on the Workforce Housing Tenants' certifications and recertifications of income and shall retain the evidence in its files for a time supportive of the certification requirements of the immediately preceding clause. Attachment 1 hereto sets forth instructions for verifying and calculating incomes.

D. No Restrictions Against Families with Children. Tenant shall not restrict occupancy of AWD Units which can be occupied by more than one person by reason of the fact that there are children in a family.

E. Number of Affordable Workforce Dwelling Units Rented. Tenant shall not permit a Workforce Housing Tenant to rent more than one AWD Unit at any given time.

H. Monthly Reports. Tenant shall prepare, or shall cause the managing agent of the Project to prepare, such reports as may be required by Section 26.10 of the Lease and this Exhibit H.

I. Components of Development.

(i) all of the AWD Units shall be rented or available on a non-transient basis; and

(ii) none of the AWD Units shall be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanatorium or rest home.

J. Continuance of Rental Restriction. Subject to maintenance and repair of AWD Units in the ordinary course of business, Tenant shall maintain all of the AWD Units rented or available for rental on a continuous basis.

K. [Intentionally Deleted]

L. Furnishing Tenant Information. Tenant agrees to furnish to Landlord, on an annual basis a Certification of Continuing Program Compliance, attached hereto as Attachment 2 to Exhibit H, and maintain on file Tenant Income Certifications, in the form attached hereto as Attachment 1 to Exhibit H, in order to permit verification that the covenants set forth in this Lease and this Exhibit H are being satisfied by Tenant. The Workforce Housing Leases shall contain clauses wherein each Workforce Housing Tenant certifies as to the accuracy of statements made in the Tenant Income Certification and agrees that family income and other eligibility requirements shall be deemed substantial and material obligations of such Workforce Housing Tenant's tenancy, that Workforce Housing Tenant shall comply with all requests for information with respect thereto from Tenant and that failure to provide accurate information on the Tenant Income Certification or refusal to comply with a request for information with respect thereto shall be deemed a violation by such Workforce Housing Tenant of a substantial obligation.

M. Covenant to Notify. Tenant will notify Landlord of the occurrence of any event of which Tenant has notice and which event, to the knowledge of Tenant, would constitute a default in Tenant's obligations under this Exhibit H.

N. Acts Requiring Landlord Approval. Tenant shall not without the prior written approval of Landlord, such approval not to be unreasonably withheld or delayed:

(i) require, as a condition of the occupancy or leasing of any AWD Unit, any consideration or deposit except for an application fee, the prepayment of the first month's rent plus a security deposit in an amount not in excess of two (2) month's gross rent, pet deposits, and, to the extent applicable, such other amounts addressed in paragraph P below. Any funds collected as security deposits shall be kept separate and apart from all other funds of the Project. If interest is earned on such trust account, it shall accrue to the benefit of the Workforce Housing Tenant, unless otherwise required by law or federal or state regulation; or

(ii) permit the use of the AWD Units for any purpose except the use which was originally intended, or permit commercial use greater than that approved by Landlord.

O. Non-Discrimination in Housing. Tenant shall comply with all federal, state, and Fairfax County fair housing laws and equal employment laws and all rules and regulations promulgated in connection therewith.

P. Other Income – Tenant shall have the right to charge for the following in addition to the rent:

(i) Parking – (1) one free parking space per unit, and (2) each additional parking space will be charged a monthly amount;

(ii) Laundry - A monthly charge for those Workforce Housing Tenants that elect to lease an in-unit washer and dryer;

(iii) Other Fees – Other fees including, but not limited to, pet premiums, late charges, administration fees associated with managing and invoice for utilities, NSF Fee, processing fees, early lease termination fees, charges for use of the community laundry facilities, etc.;

(iv) Bulk Cable Charge – If Tenant installs or causes to be installed the equipment necessary to provide cable, FIOS, telephone, internet, or other related services, then Tenant shall be entitled to charge a fee to Workforce Housing Tenants that elect to use such equipment and additional fees for the related services that such Workforce Housing Tenants elect to use; and

(v) Storage – A monthly charge to those Workforce Housing Tenants that lease a storage unit provided by Tenant at the Project.

Attachment 1

To

Workforce Housing Exhibit H to Agreement of Lease

INCOME CERTIFICATION

TENANT INCOME CERTIFICATION

☐ Initial Certification ☐ Recertification ☐ Other

 Effective Date:
 Move-in Date:
 (MM/DD/YYYY)

PART I – DEVELOPMENT DATA

Property Name: _____ BIN# _____

Address: _____ Unit # _____ # Bedrooms: _____

PART II – HOUSEHOLD COMPOSITION

HH Mbr#	Last Name	First Name & Middle Initial	Relationship to Head of Household	Date of Birth (MM/DD/YYYY)	F/T Student (Y or N)	Social Security or Alien Reg. #
1						
2						
3						
4						
5						
6						

PART III – ANNUAL INCOME (USE ANNUAL AMOUNTS)

HH Mbr#	(A) Employment or Wages	(B) Soc. Security/Pensions	(C) Public Assistance	(D) Other Income
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TOTALS	\$	\$	\$	\$
Add totals from (A) through (D), above	TOTAL INCOME (E):			

PART IV INCOME FROM ASSETS

HsHld Mbr#	(F) TYPE OF ASSET	(G) C/I	(H) CASH VALUE OF ASSET	(I) ANNUAL INCOME FROM ASSET
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TOTALS:		\$	\$
Total Cash Value	Passbook Rate		
If (H) is over \$5000 \$	X 2.00%	= (J) Imputed Income	\$
Enter greater of total of column I, or J imputed income:		TOTAL INCOME FROM ASSETS (K)	\$
(L) Total Annual Household Income from all Sources		Add (E) and (K)	\$

HOUSEHOLD CERTIFICATION & SIGNATURES

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full time student. Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

Signature	(Date)	Signature	(Date)
Signature	(Date)	Signature	(Date)

PART V – DETERMINATION OF INCOME ELIGIBILITY

TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES: From item (L) on page 1	\$ 	Household Meets Income Restriction at:	Current Income Limit x 140% \$
		<input type="checkbox"/> 60% <input type="checkbox"/> 50% <input type="checkbox"/> 40% <input type="checkbox"/> 30% <input type="checkbox"/> _____ %	Household Income exceeds 140% at recertification <input type="checkbox"/> Yes <input type="checkbox"/> No
Current Maximum Income Limit per Family Size:	\$ _____		
Household Income at Move-in:	\$ _____	Household Size at Move-in:	_____

PART VI - RENT

Tenant Paid Rent	\$ _____	Rent Assistance:	\$ _____
Utility Allowance	\$ _____	Other non-optional charges:	\$ _____
GROSS RENT FOR UNIT: (Tenant paid rent plus Utility Allowance & other non-optional charges)	\$ 	Unit Meets	<input type="checkbox"/> 60% <input type="checkbox"/> 50% <input type="checkbox"/> 40%
		Rent Restriction at:	<input type="checkbox"/> 30% <input type="checkbox"/> _____ %
Maximum Rent Limit for this unit:	\$ _____		

PART VII – STUDENT STATUS

ARE ALL OCCUPANTS FULL TIME STUDENTS?	IF YES, ENTER STUDENT EXPLANATION* (ALSO ATTACH DOCUMENTATION)	*STUDENT EXPLANATION
<input type="checkbox"/> YES <input type="checkbox"/> NO		1 TANF ASSISTANCE
		2 JOB TRAINING PROGRAM
		3 SINGLE PARENT/DEPENDENT CHILD
	ENTER 1 – 4 	4 MARRIED/JOINT RETURN

PART VIII – PROGRAM TYPE

Mark the program(s) listed below (a. through d.) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification.

a. Housing Credit <input type="checkbox"/>	b. HOME <input type="checkbox"/>	c. Tax Exempt <input type="checkbox"/>	d. <input type="checkbox"/> <i>(Name of Program)</i>
<i>Household meets Income Restriction at:</i>	<i>Income Status</i>	<i>Income Status</i>	<i>Income Status</i>
<input type="checkbox"/> ≤ 30% AMGI	<input type="checkbox"/> ≤ 50% AMGI	<input type="checkbox"/> Eligible	<input type="checkbox"/> _____
<input type="checkbox"/> ≤ 40% AMGI	<input type="checkbox"/> ≤ 60% AMGI	<input type="checkbox"/> ≤ 50% AMGI	<input type="checkbox"/> _____
<input type="checkbox"/> ≤ 50% AMGI	<input type="checkbox"/> ≤ 80% AMGI	<input type="checkbox"/> ≤ 60% AMGI	<input type="checkbox"/> Over income**
<input type="checkbox"/> ≤ 60% AMGI	<input type="checkbox"/> Over income**	<input type="checkbox"/> ≤ 80% AMGI	
<input type="checkbox"/> ≤ AMGI		<input type="checkbox"/> Over income**	
<input type="checkbox"/> Over income**			

**Upon recertification, household was determined over-income according to eligibility requirements of the program(s) marked above.

SIGNATURE OF OWNER/AGENT

Based on the representations herein and upon the proofs and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended and the Land Use Restriction Agreement (if applicable), to live in a unit of this project.

SIGNATURE OF OWNER/AGENT

DATE

INSTRUCTIONS FOR COMPLETING THE TENANT INCOME CERTIFICATION

This form is to be completed by the owner or its authorized representative.

PART I - DEVELOPMENT DATA

Check the appropriate box for Initial Certification (move-in), Recertification (annual recertification), or Other. If Other, designate the purpose of the recertification (i.e., a unit transfer, a change in household composition, or other state-required recertification).

Move-in Date Enter the date the tenant has or will take occupancy of the unit.

Effective Date Enter the effective date of the certification. For move-in, this should be the move-in date. For annual recertification, this effective date should be no later than one year from the effective date of the previous (re)certification.

Property Name Enter the name of the development.

Unit Number Enter the unit number.

Bedrooms Enter the number of bedrooms in the unit.

PART II - HOUSEHOLD COMPOSITION

List all occupants of the unit. State each household member's relationship to the head of household by using one of the following coded definitions:

H	-	Head of Household	S	-	Spouse
A	-	Adult co-tenant	O	-	Other family member
C	-	Child	F	-	Foster child(ren)
L	-	Live-in caretaker	N	-	None of the above

Enter the date of birth, student status and social security number or alien registration number for each occupant.

If there are more than 6 occupants, use an additional sheet of paper to list the remaining household members and attach it to the certification.

PART III - ANNUAL INCOME

See HUD Handbook 4350.3 REV-1 for complete instructions on verifying and calculating income, including acceptable forms of verification.

From the third party verification forms obtained from each income source, enter the gross amount anticipated to be received for the twelve months from the effective date of the

(re)certification. Complete a separate line for each income-earning member. List the respective household member number from Part II.

Column (A) Enter the annual amount of wages, salaries, tips, commissions, bonuses and other income from employment; distributed profits and/or net income from a business.

Column (B) Enter the annual amount of Social Security, Supplemental Security Income, pensions, military retirement, etc.

Column (C) Enter the annual amount of income received from public assistance (i.e., TANF, general assistance, disability, etc.).

Column (D) Enter the annual amount of alimony, child support, unemployment benefits or any other income regularly received by the household.

Column (E) Add the totals from columns (A) through (D), above. Enter this amount.

PART IV - INCOME FROM ASSETS

See HUD Handbook 4350.3 REV-1 for complete instructions on verifying and calculating income from assets, including acceptable forms of verification.

From the third party verification forms obtained from each asset source, list the gross amount anticipated to be received during the twelve months from the effective date of the certification. List the respective household member number from Part II and complete a separate line for each member.

Column (F) List the type of asset (i.e., checking account, savings account, etc.)

Column (G) Enter C (for current, if the family currently owns or holds the asset), or I (for imputed, if the family has disposed of the asset for less than fair market value within 2 years of the effective date of (re)certification).

Column (H) Enter the cash value of the respective asset.

Column (I) Enter the anticipated annual income from the asset (i.e., savings account balance multiplied by the annual interest rate).

TOTALS Add the total of Column (H) and Column (I), respectively.

If the total in Column (H) is greater than \$5,000 you must do an imputed calculation of asset income. Enter the Total Cash Value, multiply by 2% and enter the amount in (J), Imputed Income.

Row (K) Enter the greater of the total in Column (I) or (J).

Row (L) Total Annual Household Income From all Sources Add (E) and (K) and enter the total.

HOUSEHOLD CERTIFICATION AND SIGNATURES

After all verifications of income and/or assets have been received and calculated, each household member age 18 or older must sign and date the Tenant Income Certification. For move-in, it is recommended that the Tenant Income Certification be signed no earlier than 5 days prior to the effective date of the certification.

PART V – DETERMINATION OF INCOME ELIGIBILITY

Total Annual Household Income
from all Sources..

.....

Enter the number from item (L).

Current Income Limit per Family
Size

Household Income at move-in
Household size at move-in
.....

Enter the Current Maximum Move-in Income Limit for the household size.

Fill this in for recertifications, only. Enter the household income from the move-in certification. On the adjacent line, enter the number of household members from the move-in certification.

Household Meets Income
Restriction at

.....

Check the appropriate box for the income restriction that the household meets according to what is required by the set-aside(s) for the project.

Current Income Limit x 140%
.....

For recertifications only. Multiply the Current Maximum Move-in Income Limit by 140% and enter the total. Below, indicate whether the household income exceeds that total. If the Gross Annual Income at recertification is greater than 140% of the current income limit, then the available unit rule must be followed.

(i) *PART VI – RENT*

Tenant Paid Rent

.....

Enter the amount the tenant pays toward rent (not including rent assistance payments such as Section 8).

Rent Assistance

Enter the amount of rent assistance, if any.

..... Utility Allowance	Enter the utility allowance. If the owner pays all utilities, enter zero.
Other non-optional charges	Enter the amount of <u>non-optional</u> charges, such as mandatory garage rent, storage lockers, charges for services provided by the development, etc.
Gross Rent for Unit	Enter the total of Tenant Paid Rent plus Utility Allowance and other non-optional charges.
Maximum Rent Limit for this unit ..	Enter the maximum allowable gross rent for the unit.
Unit Meets Rent Restriction at	Check the appropriate rent restriction that the unit meets according to what is required by the set-aside(s) for the project. <i>PART VII - STUDENT STATUS</i>

If all household members are full time* students, check “yes”. If at least one household member is not a full time student, check “no”.

If “yes” is checked, the appropriate exemption must be listed in the box to the right. If none of the exemptions apply, the household is ineligible to rent the unit.

**Full time is determined by the school the student attends.*

SIGNATURE OF OWNER/REPRESENTATIVE

It is the responsibility of the owner or the owner's representative to sign and date this document immediately following execution by the tenant(s).

The responsibility of documenting and determining eligibility (including completing and signing the Tenant Income Certification form) and ensuring such documentation is kept in the tenant file is extremely important and should be conducted by someone well trained in Housing Credit compliance.

These instructions should not be considered a complete guide on Housing Credit compliance. The responsibility for compliance with federal program regulations lies with the owner of the building(s) for which the credit is allowable.

Attachment 2
To
Workforce Housing Exhibit H to Agreement of Lease

Certification of Continuing Program Compliance

The undersigned hereby certifies that [he][she] is the duly elected or appointed, qualified and acting [_____] of _____, a _____ (the "Tenant"), and that [he][she] has read and is thoroughly familiar with the provisions of the "Workforce Housing Exhibit H to Agreement of Lease", dated as of _____, between the Tenant and BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA ("Landlord") (as amended from time to time, the "Workforce Housing Exhibit").

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Workforce Housing Exhibit.

As of the date of this Certificate, the following percentages of completed residential units in the Development (i) are occupied by tenants which qualify as "Workforce Housing Tenants" under the Workforce Housing Exhibit ("Qualifying Tenants") or (ii) are currently vacant and being held available for such occupancy and have been so held continuously since the date a Qualifying Tenant vacated such unit; as indicated:

Qualifying Tenants

Occupied: _____%

Held vacant for occupancy
continuously since last
occupied by Qualifying
Tenant: _____%

Apartment Project Name:

List of Workforce Housing Tenants:

Unit #	Family Name	Monthly Date of Initial Occupancy	Utility Monthly Gross Income	Monthly Cost	Rent
			<u>Yes</u>	<u>No</u>	

The undersigned hereby certifies that no Default or Event of Default has occurred

and is continuing under any Loan Document with the exception of the following:

[None]
List applicable Defaults and Events of Default]

By:

[]

Dated: []